

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Timothy John Keer
Clara M. Keer
Debtors

Case No. 16-10933-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: PaulP
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 29, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 31, 2018.
db/jdb +Timothy John Keer, Clara M. Keer, 921 Haldeman Rd, Schwenksville, PA 19473-2106

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 31, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 29, 2018 at the address(es) listed below:

JOHN L. MCCLAIN on behalf of Joint Debtor Clara M. Keer aaamccclain@aol.com, edpabankcourt@aol.com
JOHN L. MCCLAIN on behalf of Debtor Timothy John Keer aaamccclain@aol.com, edpabankcourt@aol.com
JOSHUA ISAAC GOLDMAN on behalf of Creditor Ditech Financial LLC bkgroup@kmlawgroup.com, bkgroup@kmlawgroup.com
KEVIN G. MCDONALD on behalf of Creditor Ditech Financial LLC KMcDonald@blankrome.com
KEVIN G. MCDONALD on behalf of Creditor DITECH FINANCIAL LLC KMcDonald@blankrome.com
REBECCA ANN SOLARZ on behalf of Creditor Ditech Financial LLC bkgroup@kmlawgroup.com
THOMAS I. PULEO on behalf of Creditor Ditech Financial LLC tpuleo@kmlawgroup.com, bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Timothy John Keer Clara M. Keer		CHAPTER 13
	<u>Debtors</u>	
Ditech Financial LLC		NO. 16-10933 ELF
	<u>Movant</u>	
vs.		
Timothy John Keer Clara M. Keer		11 U.S.C. Section 362
	<u>Debtors</u>	
William C. Miller.		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$14,248.47**, which breaks down as follows;

Post-Petition Payments:	June 2017 through January 2018 at \$2,013.75/month
Suspense Balance:	\$1,861.53
Total Post-Petition Arrears	\$14,248.47

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on February 1, 2018 and continuing through January 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$2,013.75** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$1,187.38 for the months of February through December 2018 and \$1,187.29 for the month of January 2019** towards the arrearages on or before the last day of each month at the address below;

Ditech Financial LLC F/K/A Green Tree Servicing LLC

P.O. Box 0049

Palatine, IL 60055-0049

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

Keer - Bky # 16-10933

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within FIFTEEN (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 8, 2017

By: /s/ Kevin G. McDongld, Esquire
Kevin G. McDonald, Esquire
Attorney for Movant
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734

Date: 1/24/18

Mitchell J. Prince
John L. McClain
Attorney for Debtors

Date: 1/25/2018

William C. Miller
William C. Miller
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2018. However, the court retains discretion regarding entry of any further order.

Date: 1/22/2018

Timothy John Keer
Keer, Timothy John

Clara M. Keer
Keer, Clara M.

NO OBJECTION

***without prejudice to any trustee rights or remedies**

ORDER

The foregoing Stipulation is **APPROVED**.

Date: 1/29/18

A handwritten signature in black ink, appearing to read 'ERL', is written above a horizontal line.

ERIC L. FRANK
CHIEF U.S. BANKRUPTCY JUDGE